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ATTORNEYS

A PARTNERSHIP INCLUDING PROFESSIONAL CORP.

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TELEPHONE 5-266616
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November 26, 1985

Ms. Mildred Lee
Interstate Commerce Commission
Interstate Commerce Commission Building
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

12/2/85
Date
10.00
100 Washington, D.C.

Amendment to BRAE Transportation, Inc.
Equipment Trust Agreement/File No. 10630

Dear Ms. Lee:

Enclosed are four originals and one copy (for the files of the Interstate Commerce Commission ("ICC")) of an Eighth Amendment dated as of June 29, 1985, to an Equipment Trust Agreement dated as of June 1, 1979, as amended by an Amendment dated as of December 7, 1979, an Amendment Agreement Number Two dated as of December 16, 1979, a Third Amendment dated as of April 15, 1980, a Fourth Amendment dated as of June 1, 1980, a Fifth Amendment dated as of September 10, 1980, a Sixth Amendment dated as of October 6, 1982, and a Seventh Amendment dated as of March 22, 1985, and as supplemented by a Waiver dated as of January 10, 1980, a Waiver dated as of March 1, 1980 and a First Supplement dated as of July 15, 1980, between Morgan Guaranty Trust Company of New York, as trustee, and BRAE Transportation, Inc. (formerly BRAE Corporation).

Please file the copy with the ICC and file stamp the originals. Then, return the originals to Ms. Donna Lilly of Transportation Traffic Services, Inc. for return to us.

If you have any questions regarding the above, please contact me at my direct dial number (415-772-6619). Thank you very much for your assistance in this matter.

Very truly yours,

Frances Cole
Frances Cole

Enclosures

cc: Paul J. Mundie, Esq.

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THE EQUITABLE LIFE ASSURANCE SOCIETY
OF THE UNITED STATES
1285 Avenue of the Americas
New York New York 10019

June __, 1985

Morgan Guaranty Title Company
of New York
30 West Broadway
New York, New York 10015

BRAE Transportation, Inc.
Suite 3100
Four Embarcadero Center
San Francisco, California 94111

Attention: Patrick J. Crooks
Trust Officer

Attention: Lawrence W. Briscoe
President

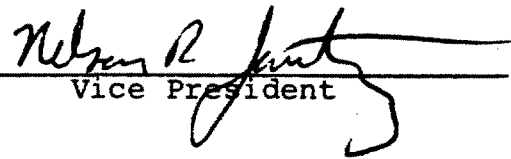
Gentlemen:

Reference is made to the Equipment Trust Agreement dated as of June 1, 1979, as amended by Amendments dated as of December 7, 1979, December 16, 1979, April 15, 1980, June 1, 1980, September 10, 1980, October 6, 1982, and March 22, 1985, and as supplemented by a Waiver dated as of January 10, 1980, and a Waiver dated as of March 1, 1980, and a First Supplement dated as of July 15, 1980 (as so amended and supplemented, the "Equipment Trust Agreement"), between Morgan Guaranty Trust Company of New York, as trustee ("Trustee"), and BRAE Transportation, Inc., formerly BRAE Corporation (the "Company"). Terms used in this letter which are defined in the Equipment Trust Agreement shall have the same meanings as specified therein.

The Company has requested that the Trustee amend the Equipment Trust Agreement in certain respects. This letter constitutes a Written Direction to the Trustee to execute and deliver to the Company, as soon as practicable, an amendment to the Equipment Trust Agreement substantially in the form attached hereto as Exhibit A.

Very truly yours,

THE EQUITABLE LIFE ASSURANCE
SOCIETY ~~COMPANY~~ OF THE UNITED STATES

By: 
Vice President

EIGHTH AMENDMENT

EIGHTH AMENDMENT dated as of June 29, 1985, to Equipment Trust Agreement dated as of June 1, 1979, as amended by an Amendment dated as of December 7, 1979, an Amendment Agreement Number Two dated as of December 16, 1979, a Third Amendment dated as of April 15, 1980, a Fourth Amendment dated as of June 1, 1980, a Fifth Amendment dated as of September 10, 1980, a Sixth Amendment dated as of October 6, 1982, and a Seventh Amendment dated as of March 22, 1985, and as supplemented by a Waiver dated as of January 10, 1980, a Waiver dated as of March 1, 1980, and a First Supplement dated as of July 15, 1980 (as so amended and supplemented, the "Equipment Trust Agreement") between MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as trustee (the "Trustee") and BRAE CORPORATION (the "Company").

RECITALS

The Company has requested that the Trustee amend the Equipment Trust Agreement as more completely described below. The Trustee has received a Written Direction to execute this Amendment from each of the Original Purchasers, which at the present time collectively hold 100% in principal amount of the outstanding Trust Certificates.

Section 9.03 of the Equipment Trust Agreement provides for the amendment of the Equipment Trust Agreement under such circumstances.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

1. The terms used in this Amendment which are defined in the Equipment Trust Agreement shall have the same meanings herein as specified therein.

2. The definition of "Investments" appearing in Article One of the Equipment Trust Agreement is amended by the deletion of the word "and" at the end of clause (iv), by the deletion of the period at the end of clause (v) and the substitution of a comma and the word "and" therefor, and by the addition of the following clause at the end of such definition of Investments:

(vi) any notes received by the Company or any Subsidiary of the Company as consideration for the sale and transfer of the stock of BRAE Intermodal I Corporation, provided that such notes shall have maturities not in excess of five years and shall be guaranteed by a Letter of Credit issued by a United States bank having capital and surplus in excess of \$100,000,000.

3. Subsection 6.05 (Negative Covenants) of the Equipment Trust Agreement is amended by the addition of the following Subsection at the end of Section 6.05:

Permitted Transaction. Notwithstanding any term, covenant, agreement, condition, prohibition, restriction, or provision in the Equipment Trust Agreement to the contrary, the Company may sell and transfer the stock of BRAE Intermodal I Corporation for a purchase price of not less than \$2,500,000, payable in cash or cash and notes, provided that such notes shall have maturities not in excess of five years and shall be guaranteed by a Letter of Credit issued by a United States bank having capital and surplus in excess of \$100,000,000.

4. Except as modified hereby, the Equipment Trust Agreement remains in full force and effect.

5. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single instrument.

6. The provisions of this Amendment and all rights and obligations of the parties hereunder shall be governed by the laws of the State of New York.

7. The Company shall, at its expense, cause this Amendment to be filed with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303, as soon as possible.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized and their corporate seals, duly attested, to be hereunto affixed as of the date first written above.

MORGAN GUARANTY TRUST COMPANY OF
NEW YORK, as Trustee

By: _____
Trust Officer

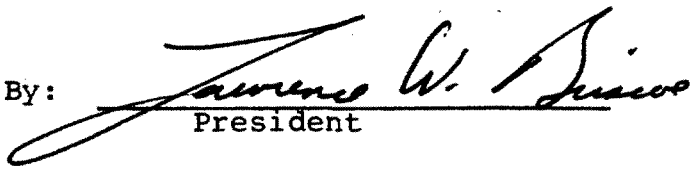
(Corporate Seal)

Attest:

Assistant Secretary

BRAE TRANSPORTATION, INC.

By:


President

(Corporate Seal)

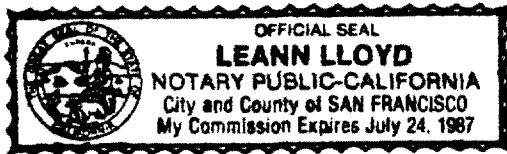
Attest:


Assistant Secretary

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO) ss.

On this 29th day of July, 1985, before me personally appeared LAWRENCE W. BRISCOE to me personally known, who being by me duly sworn, says that he is the PRESIDENT of BRAE TRANSPORTATION INC., a Delaware Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was on June 29, 1985 signed and sealed on behalf of said corporation by authority of its Board of Directors; and that he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)



Leann Lloyd
Notary Public

Commission expires: JULY 24, 1987

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss.

On this _____ day of June, 1985, before me personally appeared _____ to me personally known, who being by me duly sworn, says that he is a _____ of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a New York corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was on June _____, 1985, signed and sealed on behalf of said corporation by authority of its Board of Directors; and that he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

Notary Public

Commission expires: _____